

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x

PEARSON EDUCATION, INC., :
JOHN WILEY & SONS, INC., :
CENGAGE LEARNING INC. AND :
THE MCGRAW-HILL COMPANIES, INC., :

Plaintiffs, :

-against- :

AMIT GUPTA, SUBODH JAIN, HPC :
PUBLISHERS DISTRIBUTORS, AND :
STREAM DOLLAR STORE D/B/A SHINE :
D/B/A HPC PUBLISHERS AND :
JOHN DOES NOS. 1-5, :

Defendants. :

----- x

07 Civ. 8858 (VM)
ECF Case

<p>USDS SDNY DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: 3-26-08</p>

FINAL JUDGMENT AND PERMANENT INJUNCTION
BY CONSENT

IT IS HEREBY STIPULATED and agreed by and between the parties through their undersigned attorneys, conditional upon the approval of the Court, that it is

ORDERED, ADJUDGED AND DECREED that defendants Amit Gupta, Subodh Jain, and HPC Publishers Distributors, each doing business as HPC Publishers and defendant Stream Dollar Store, and their agents, servants, and employees, and all those acting in concert with them, if any, are hereby PERMANENTLY ENJOINED, either directly or indirectly through a third party, from:

- (i) infringing the registered copyrights and trademarks of plaintiff Pearson Education, Inc. ("Pearson"), identified on Schedules A and E hereto,

the registered copyrights and trademarks of plaintiff John Wiley & Sons, Inc. ("Wiley"), identified on schedules B and F hereto, the registered copyrights and trademarks of plaintiff Cengage Learning Inc., formerly known as Thomson Learning Inc. ("Cengage"), identified on schedules C and G hereto, and the registered copyrights and trademarks of plaintiff The McGraw-Hill Companies, Inc. ("McGraw-Hill"), identified on schedules D and H hereto, in violation of 17 U.S.C. § 501 or 15 U.S.C. § 1114(a);

(ii) infringing any other registered copyright or trademark of Pearson, Wiley, Cengage or McGraw-Hill in violation of 17 U.S.C. § 501 or 15 U.S.C. § 1114(a), including through the sale to any resident of the United States of any book marked to prohibit its resale in the United States; and

(iii) falsely designating the origin of their products or services in violation of the rights of Pearson, Wiley, Cengage and McGraw-Hill under 15 U.S.C. § 1125(a); and it is further

ORDERED, ADJUDGED and DECREED that defendants Amit Gupta, Subodh Jain, HPC Publishers Distributors, each doing business as HPC Publishers, and defendant Stream Dollar Store shall, jointly and severally, pay Pearson, Wiley, Cengage, and McGraw-Hill damages in the amount of \$9,000 payable to the order

of Dunnegan LLC as attorneys for Plaintiffs forthwith by check delivered to their undersigned attorney; and it is further

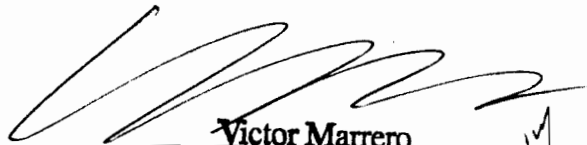
ORDERED, ADJUDGED and DECREED that except as set forth herein, Pearson, Wiley, Cengage and McGraw-Hill hereby release any and all of their claims against defendants Amit Gupta, Subodh Jain, and HPC Publishers Distributors ("HPC"), Jain and HPC doing business as HPC Publishers and defendant Stream Dollar Store and defendants Amit Gupta, Subodh Jain, HPC Publishers Distributors, Jain and HPC doing business as HPC Publishers and defendant Stream Dollar Store for the sales identified in Schedule I annexed hereto and defendants Amit Gupta, Subodh Jain, HPC Publishers Distributors, Jain and HPC doing business as HPC Publishers, and defendant Stream Dollar Store release any and all of their claims, if any, against Pearson, Wiley, Cengage and McGraw-Hill; and it is further

ORDERED, ADJUDGED and DECREED that the caption of this action be and hereby is amended to reflect the change of name of Thomson Learning Inc. to Cengage Learning Inc.; and it is further

ORDERED, ADJUDGED and DECREED that claims of Pearson, Wiley, Cengage and McGraw-Hill against defendants Amit Gupta, Subodh Jain, HPC Publishers Distributors ("HPC"), Jain and HPC doing business as HPC Publishers and defendant Stream Dollar Store in this action be, and hereby are, dismissed with prejudice, except that (i) the Court shall retain jurisdiction

to enforce this final judgment and permanent injunction, (ii) defendants Amit Gupta, Subodh Jain, HPC Publishers Distributors, Jain and HPC doing business as HPC Publishers and defendant Stream Dollar Store consent to the personal jurisdiction of this Court to enforce this final judgment and permanent injunction, and (iii) the res judicata effect of this judgment shall not extend to any party not identified in the caption of this action.

Dated: New York, New York
March 26, 2008



Victor Marrero
U.S.D.J.